

June 12, 2007

Los Angeles County **Board of Supervisors** 

> Gloria Molina First District

Yvonne B. Burke Second District

Zev Yaroslavsky Third District

> Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE FOR ELDER ABUSE SCREENING AND INTERVENTION COMMUNITY OUTREACH SERVICES

(2nd District) (3 Votes)

Approve and instruct the Director of Health Services, or his designee, to

execute and sign Amendment No. 1, substantially similar to Exhibit I, to Agreement No. H-702552, with Charles R. Drew University of Medicine and

Science for the continued provision of elder abuse screening and intervention

of \$229,522, 100% offset by funding from the Department of Community and Senior Services (CSS), with a request for a month-to-month extension for a maximum of six additional months through December 31, 2008, for an additional maximum obligation of \$114,761, subject to the availability of

community outreach services for Martin Luther King, Jr.-Harbor Hospital, effective July 1, 2007 through June 30, 2008, for a total maximum obligation

#### IT IS RECOMMENDED THAT YOUR BOARD:

Bruce A. Chernof, MD Director and Chief Medical Officer

> John R. Cochran III Chief Deputy Director

Robert G. Splawn, MD Senior Medical Director

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

Tel: (213) 240-8101

Fax: (213) 481-0503

To improve health through leadership. service and education.

funding. PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign an amendment to the Agreement with Charles R. Drew University of Medicine and Science (Drew University) for the continued provision of elder abuse screening and intervention community outreach services for Martin Luther King, Jr.-Harbor Hospital (MLK-Harbor), effective July 1, 2007 through June 30, 2008, with a request for a month-to-month extension for a maximum of six additional months through December 31, 2008, subject to the availability of funding.



Approval of the amendment will extend the provision of specialized elder abuse services associated with the Elder Abuse Screening and Intervention Community Outreach (EASICO) project which provides adult protective services with a hospital based elder/dependent adult abuse assessment intervention and treatment program at MLK-Harbor.

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The program requires specialized services that Drew University is able to provide, such as community outreach, media campaigns to increase the awareness of elder abuse, education, training, transportation and the building of university-community partnerships which are designed to bridge the service gaps that exist between researchers and professionals in the field of aging.

Board approval of the recommended action will allow the Department of Health Services (DHS or Department) to continue the provision of these specialized services to elders and dependent adults who are the residents of South and Southwest Los Angeles County.

## FISCAL IMPACT/FINANCING:

The total maximum obligation for the Amendment to the Agreement to extend the contract term effective July 1, 2007 through June 30, 2008 is \$229,522. The maximum obligation for the month-to-month extension, effective July 1, 2008 through December 31, 2008, is \$114,761, subject to the availability of funding. The program is offset 100% by the Adult Protective Services/Elder Abuse Program (APS/EAP) funding allocated from CSS. Funding for this agreement is included in the Fiscal Year (FY) 2007-2008 Proposed Budget.

Payment under this agreement will be based on a fee-for-service billing structure.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The increasing aging population has led to the most significant demographic shift in history. From 1999 to 2050, the world population aged 65 and above is expected to triple. Older adults from ethnic and minority communities are often at risk of being targets for a wide range of abuse and these minority groups are often under-represented recognizing and reporting abuse, exploitation and neglect.

To address this need, the EASICO project was implemented to prevent abuse, neglect and the exploitation of elders and dependent adults by raising the public and professional awareness of the prevalence and various forms of elder abuse within the targeted communities of South and Southwest Los Angeles.

The program is designed to provide training, education and outreach services by the clinical and academic faculty at Drew University, Division of Geriatrics, which serves as primary care providers to many frail, urban minority elders of multiple ethnic, cultural and social backgrounds. Additionally, the program is structured to develop university-community partnerships that bridge the communication and service gaps that exist between researchers, professionals and para-professionals in the field of aging, thereby reducing the risk of elder abuse among multi-ethnic and multi-cultural seniors.

Historically, on April 20, 1999, the Board approved a four-year plan funded and submitted by CSS to establish a hospital based multi-disciplinary elder/dependent adult medical assessment program at MLK-Harbor.

On November 14, 2000, the Board approved a sole source Agreement with Drew University for the provision of specialized consultant and transportation services to APS/EAP clients residing in the

The Honorable Board of Supervisors June 12, 2007 Page 3

Southwest areas of Los Angeles. The term of the sole source agreement was November 14, 2000 through June 30, 2003.

On June 17, 2003, October 21, 2003 and June 29, 2004, the Board adopted Amendment Nos. 1, 2, and 3 which extended the contract term through June 30, 2005. The contract term of the agreement and the provision of services were not continued beyond June 30, 2005.

On December 19, 2006, your Board approved the sole source Agreement with Drew University to reinstate the provision of elder abuse screening and outreach program, effective December 19, 2006 through June 30, 2007. The Department recommended the sole source Agreement with Drew University given their previous experience with this program from 2000 through 2005.

Approval of this amendment to the Agreement will extend the contract term and the provision of these services effective July 1, 2007 through June 30, 2008, with a request for a month-to-month extension for a maximum of six additional months through December 31, 2008.

The Agreement includes the Board mandated language.

Under the termination provisions of this Agreement, the County may terminate the agreement upon a 30-day advance written notice to Contractor, and Contractor may terminate the agreement upon a 60-day advance written notice to the County.

Attachment A provides additional information.

County Counsel has reviewed and approved the Amendment to the Agreement (Exhibit I) as to use and form.

#### **CONTRACTING PROCESS**

The Board previously approved the recommended sole source Agreement with Drew University and a continuation of the services is necessary to provide community outreach, media campaigns to increase the awareness of elder abuse, education, training, transportation and the building of university-community partnerships.

An open competitive solicitation process was not conducted because the provision of these services required an experienced facility currently involved with elder abuse screening and intervention services. Since the geriatrics program at Drew University serves as the primary care providers to many frail, urban minority elders of multiple ethnic backgrounds who primarily reside in South Los Angeles, this facility was the best positioned to provide these services given their previous experience with this program from 2000 through 2005.

The Department recommends a continuation of the services being provided by Drew University.

The Department has determined that these services do fall under the Proposition A guidelines, however, the agreement and the provision of these services are temporary and the program requires specialized services that the County is unable to provide.

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### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended Amendment will ensure the continued provision of elder abuse screening and intervention services to the South and Southwest communities of Los Angeles.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Bruce A. Chernof, M.D.

Director and Chief Medical Officer

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BL-Elder Abuse Amend.ks.wpd

Attachments (2)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

#### SUMMARY OF AGREEMENT

#### 1. TYPE OF SERVICE:

Specialized services for the Adult Protective Services/Elder Abuse Screening and Intervention Program for abused, neglected and exploited elders who reside within the south and southwest areas of Los Angeles County.

#### 2. AGENCY NAME AND CONTACT PERSON:

Charles R. Drew University of Medicine and Science

1731 East 120th Street

Los Angeles, California 90059

Attention: Ron Lau, Vice President/Chief Financial Officer

Telephone: (323) 563-5820

Fax:

(323) 563-1953

#### 3. TERM:

July 1, 2007 through June 30, 2008. Month-to-month, July 1, 2008 through December 31, 2008.

#### 4. FINANCIAL INFORMATION:

The total maximum obligation for the Amendment to the Agreement with Drew University effective July 1, 2007 through June 30, 2008, is \$229,522, with a request for a month-to-month extension for a maximum of six additional months through December 31, 2008, for an additional maximum obligation of \$114,761. The program is offset 100% by the APS/EAP funding allocated from CSS. Funding for this agreement is included in the Fiscal Year (FY) 2007-2008 Proposed Budget.

#### 5. GEOGRAPHIC AREA SERVED:

South and southwest Los Angeles.

#### 6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Antionette Smith Epps, CEO, Martin Luther King, Jr.-Harbor Hospital

#### 7. APPROVALS:

Martin Luther King, Jr.-Harbor Hospital: Antionette Smith Epps, CEO

Contract Administration: Cara O'Neill, Division Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County Counsel

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# ELDER ABUSE SCREENING AND INTERVENTION COMMUNITY OUTREACH SERVICES AGREEMENT

Amendment No. 1

	THIS AMENDMENT is made	and entered into this	day
of _			
	by and between	COUNTY OF LOS ANGELES (hereafter "County")	
	and	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE(hereafter "Contractor")	

WHEREAS, reference is made to that certain document entitled "ELDER ABUSE SCREENING AND INTERVENTION COMMUNITY OUTREACH SERVICES AGREEMENT" dated December 19, 2006 and further identified as County Agreement Number H-702552, and any Amendments thereto (all hereafter referred to as "Agreement");

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall become effective July 1, 2007.
- 2. Paragraph 1, <u>TERM AND TERMINATION</u> of the body of this Agreement shall be amended to read as follows:

#### "1. TERM AND TERMINATION:

A. The term of this Agreement shall commence upon date of Board approval, and shall continue in full force and effect to and including June 30, 2008, unless terminated sooner pursuant to the terms of this Agreement. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months through December 31, 2008, subject to the availability of federal, State, or County funding sources, and upon mutual agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate June 30, 2008.

Except as otherwise set forth below, this

Agreement may be terminated at any time by the County,

with or without cause, upon the giving of at least

thirty (30) calendar days' advance written notice

thereof to the Contractor.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its physician affiliates, fail to comply with the terms of this Agreement, or fail to carry out any directions issued within a reasonable time or on behalf of County issued

pursuant to this Agreement.

B. County may also terminate this Agreement immediately if County has reasonable justification to believe that Contractor, its physician affiliates or its principals, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time.

This Agreement may be terminated at any time by the Contractor, with or without cause, upon the giving of at least sixty (60) calendar days' advance written notice thereof to the County."

- 3. Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, of the body of the Agreement shall be amended to read as follows:
  - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide professional services in support of the Martin Luther King,

Jr.-Harbor Hospital Elder/Dependent Adult Abuse Assessment and Intervention Program as described in Exhibits A-1, Description of Services, and Attachment A-2, Scope of Work, attached hereto and incorporated herein by reference, and as described in Exhibit B-2, Billing, Payment and Schedule of Rates, and Schedule 2, Billing and Payment Schedule 1, attached hereto and incorporated herein by reference, at the County Medical Center in the manner and form as described in the body of this Agreement."

4. Paragraph 3, <u>MAXIMUM OBLIGATION</u>: of the body of the Agreement shall be amended to read as follows:

#### "3. MAXIMUM OBLIGATION:

- A. During the period effective date of Board approval through June 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty Two Dollars (\$229,522).
- B. During the period effective July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty-Two Dollars (\$229,522).

- C. During the month-to-month period effective July 1, 2008 through December 31, 2008, the maximum obligation of County for services provided hereunder shall not exceed One Hundred Fourteen Thousand, Seven Hundred Sixty One Dollars (\$114,761)."
- 5. Paragraph 4, <u>BILLING AND PAYMENT FEE SCHEDULE</u>, of the body of the Agreement shall be amended to read as follows:
  - "4. BILLING AND PAYMENT FEE SCHEDULE: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees schedule set forth in Exhibit B-2, Schedule 2, (County's Billing and Payment Rates), attached hereto and incorporated herein by reference, on billing forms provided by County. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B-2 (Billing and Payment Fee Schedule), or provide an itemized statement of its objections to all or any portion of such bill, as determined by County."
- 6. Exhibit A, DESCRIPTION OF SERVICES ELDER/DEPENDENT

  ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM, and Exhibit A-1,

  SCOPE OF WORK, shall be deleted in their entirety and shall be

  replaced with Exhibit A-2, DESCRIPTION OF SERVICES

ELDER/DEPENDENT ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM, and Attachment A-2, SCOPE OF WORK, attached hereto and incorporated herein by reference.

- 7. Exhibit B, BILLING, PAYMENT, AND SCHEDULE OF RATES, and Schedule I, of this Agreement shall be deleted in their entirety and shall be replaced with Exhibit B-2, BILLING, PAYMENT, AND SCHEDULE OF RATES, and Schedule 2, attached hereto and incorporated herein by reference.
- 8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized

officer, the day, month and year first above written.

Title\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

By\_\_\_\_\_Cara O'Neill
Chief, Contracts and Grants

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#### EXHIBIT A-2

# DESCRIPTION OF SERVICES ELDER/DEPENDENT ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM

- DEFINITION: Elder/Dependent Adult Abuse Assessment and Intervention Program was implemented to enhance adult protective services by incorporating a culturally appropriate, multi disciplinary, hospital based elder/dependent adult abuse assessment, intervention and treatment program at Martin Luther King, Jr.-Harbor Hospital. Domestic elder/dependent adult abuse generally refers to any of several forms of maltreatment of an older or dependent adult by someone who has a special relationship with the elder i.e., a spouse, a sibling, a child, a friend, or a care giver. The forms of abuse include physical abuse, sexual abuse, emotional or psychological abuse, neglect, abandonment, fiduciary (financial or material exploitation), undue influence, and self-neglect. Through effective implementation of this program, the objective is to bridge the communication and service gap that exists between researchers, professionals, and para-professionals in the field of aging, thereby reducing the risk of elder abuse, exploitation and neglect among multi-ethnic and multi-cultural seniors residing in the South Los Angeles community.
- 2. <u>PERSONS TO BE SERVED</u>: The Division of Geriatrics will coordinate different disciplines to provide services to abused,

neglected and exploited elders age 65 and over and dependent adults who are between the ages of 18-64 who reside within the County of Los Angeles.

3. <u>SERVICE DELIVERY SITE(S)</u>: The facilities where Contractor will provide services hereunder are located at 1720 East 118<sup>th</sup> Street, Los Angeles, California, 90059; Martin Luther King, Jr.-Harbor Hospital, 12021 South Wilmington Avenue, Los Angeles, California, 90059 and other designated community facilities in South Central and Southwest Los Angeles.

#### 4. COUNTY'S MAXIMUM OBLIGATION:

- a) During the period of date of Board approval through June 30, 2007, that portion of County's maximum obligation which is allocated under this Exhibit A for elder/dependent adult abuse assessment and intervention services shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty Two Dollars (\$229,522).
- b) During the period effective July 1, 2007 through June 30, 2008, the maximum obligation of County for all elder/dependent adult abuse assessment and intervention services provided under this Exhibit A-2 shall not exceed Two Hundred Twenty Nine Thousand, Five Hundred Twenty Two Dollars (\$229,522).
- c) During the month-to-month period effective July 1, 2008 through December 31, 2008, the maximum obligation of

County for elder/dependent adult abuse assessment and intervention services provided under this Exhibit A-2 shall not exceed One Hundred Fourteen Thousand, Seven Hundred Sixty-One Dollars (\$114,761).

- 5. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder at the fee-for service rates as set forth in Schedule 2. Such rates are all inclusive and include reimbursement for all services hereunder.
- 6. SERVICES TO BE PROVIDED: Contractor shall provide consultation and other services as part of the multi-disciplinary Gatekeeper Abuse Assessment and Prevention (GAAP) project that consists of a two-tiered approach to prevent elder abuse, exploitation and neglect by raising professional and public awareness of the prevalence and various forms of elder abuse. Services to be provided shall include, but shall not be limited to:
  - A. Training, education, community outreach and multimedia services provided by clinical and academic faculty at
    Charles R. Drew University of Medicine and Science, Division
    of Geriatrics,
  - B. Development of university/community partnerships and outreach activities.
  - C. <u>Professional Services</u>: Contractor shall provide and facilitate the provision of the following services:

- (1) Provide training, education and services that raise professional and public awareness of the prevalence and many forms of elder abuse, exploitation and neglect.
- (2) Form University-Community partnerships to reduce the risk of elder abuse among the isolated and community dwelling seniors residing in the culturally diverse community of South Central Los Angeles.
- (3) Develop media and advertising campaigns that focus on elder abuse prevention through education and awareness.
- (4) Incorporate diverse approaches to reach targeted audiences of African American and Hispanic elderly through media messages by developing bilingual/bi-cultural radio and print messages.
- (5) Broaden the scope of existing professional and public awareness campaigns by targeting media venues providing services primarily to African-American, Hispanic and low income elderly populations by utilizing radio public service announcements with:
  - a) Local community and faith-based print media
  - b) ethnic radio and programs gospel music programs
  - c) direct mail messages
  - d) Congregate meal sites
  - e) multi-purpose senior centers.

- (6) Development and distribution of a training video with version in both English and Spanish.
- (7) Develop quarterly advertisements for use in various venues which include radio and print media.
- (8) Provide community education about elder abuse incorporated into health promotion disease prevention screenings at six (6) local senior centers.
- (9) Provide education and training follow-up via direct mail messages to individual homes of seniors which have identified cases of abuse or who are at risk for abuse.
- (10) Function as part of a multi-disciplinary, multi-cultural team consisting of the following classifications:

Geriatrician

Gero-psychiatrist (part-time)

Nurse

Social Worker

Three (3) Community Health Workers

Consultants

Pharmacist (part-time)

Pharmacy Technician (part-time)

Dietician (part-time)

(11) Develop an educational and training program

focusing on prevalence, recognition, types and characteristics of elder abuse, exploitation, neglect, screening, assessment and documentation of elder abuse.

- (12) Provide cross-training opportunities to other abuse prevention professionals to the Domestic Violence Program Staff (University of Southern California) and the Adult Protective Services staff (Los Angeles County).
- (13) Provide comprehensive interdisciplinary elder abuse assessments and services in the homes of isolated seniors and other seniors within the target populations of South Central Los Angeles.
- (14) Develop and build university/community partnerships to improve the provision of accessible, appropriate, culturally sensitive services. The target agencies will include:

Local Area Agency on Aging

Los Angeles County Department of Health Services

Los Angeles County Department of Mental Health

Multipurpose Center and senior residence complexes

Law enforcement and financial institution agencies

Local churches

Caregiver support groups

Home Health Agencies

- (15) Coordinate a multi-ethnic, multi-cultural, interagency task force to obtain the needs assessment of university/community partners.
- (16) Design a plan for service delivery based on needs of university/community partners and provide university/community partners with education, training services as well as on-going support
- (17) Develop a research database to include identification and categorization of abuse, exploitation and neglect among primarily the African American and Hispanic elderly population residing in the South Central Los Angeles community.
- (18) Contractor shall purchase all necessary office equipment and supplies to implement outreach services according to the billing and payment fee schedule/budget, attached as Schedule 1.

ExhA-2.ElderAbuse.WrkSt.KS.05/08

#### EXHIBIT B-2

## BILLING, PAYMENT AND SCHEDULE OF RATES

# ELDER/DEPENDENT ADULT ABUSE ASSESSMENT AND INTERVENTION PROGRAM

1. <u>BILLING AND PAYMENT</u>: Contractor shall receive compensation in accordance with a stated schedule of fees and payments for all services required in the manner listed in Schedule 2 of this Agreement.

The sole compensation to Contractor as a provider of Contractor Services to County for services provided hereunder shall be as follows:

A. Contractor's staff listed in Schedule 1 will be compensated by County at a rate not to exceed \$40.00 per hour for Public Relations services, \$40.00 per hour for Pharmacy services, \$20 per hour for Pharmacy Technical services, \$40 per hour for Dietary services, \$50 per hour for Community Liaison/Gerontologist services, and \$50 per hour for Social Work services for the performance of this Agreement, and for Contractor services provided by Charles R. Drew University Medicine and Science.

County will also pay Contractor's travel and miscellaneous expenses, including, but not limited to, reasonable travel, meals and lodging. Such travel and miscellaneous expenses will be reimbursed according to County's Travel and Reimbursement Policy, as set forth on

Schedule 2, attached hereto and incorporated herein by reference for work performed in conjunction with Exhibit A-2, "Description of Services" and Attachment A-2, "Scope of Work". Travel and miscellaneous expenses are included in County's maximum obligation for professional fees.

Contractor shall submit an invoice, together with all supporting detail, to County monthly, in arrears, for services rendered and travel and miscellaneous expenses incurred. All invoices submitted by Contractor for payment must have the written approval of Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

B. <u>Contractor's Staff</u>: The Contractor's staff is comprised of the classifications authorized to perform services under this Agreement.

# Elder/Dependent Adult Abuse Assessment and Intervention Program Billing and Payment Rates Schedule 2

Classification	Hourly Rate	Hours Per Year	Total Per Year		
Personnel					
Administrative Assistant Licensed Vocational Nurse	\$15 \$15	2080 624	\$40,498 \$12,149		
Physician Assistant	\$35	2080	\$94,494		
Consultants					
Pharmacist	\$40	250	\$10,000		
Pharmacy Technician	\$20	500	\$10,000		
Dietician	\$40	150	\$10,000		
Social Worker	\$50	200	\$15,000		
Advertisement (Video Production					
& Website Design)	Flat Rate	Flat Rate	\$15,000		
		Sub-Total:	\$207,141		
Other expenses/Purchased Services					
Supplies, Printing			\$5,380		
Indirect Cost (8%):			\$17,001		
TOTAL CONTRACT COST:			\$229,522		